

Theresa Donahue Egler, Esq.  
**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**  
10 Madison Avenue, Suite 400  
Morristown, New Jersey 07960  
Telephone: (973) 656-1600  
Facsimile: (973) 656-1611  
*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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MICHAEL PRICE II, : Hon. \_\_\_\_\_  
Plaintiff, : Civ. Action No.: \_\_\_\_\_  
v. :  
LIFE TIME FITNESS, INC., BRYAN SMITH, :  
PAUL RUSSO, MARK POLOMBO, and ERIC :  
MOORE, jointly and severally, :  
Defendants. :  
:

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**TO: CHIEF JUDGE AND JUDGES OF  
THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

**ON NOTICE TO:**

Alexander O. Bentsen, Esq.  
BentsenLaw  
135 Merrymount Street  
Staten Island, New York 10314  
*Attorneys for Plaintiff*

Michelle M. Smith, Esq., Clerk  
The Superior Court of New Jersey  
Richard Hughes Justice Complex  
6th Floor North Wing  
Trenton, New Jersey 08625

Clerk, Superior Court of New Jersey  
Law Division – Essex County  
50 West Market Street  
Newark, New Jersey 07102

**HONORABLE JUDGES:**

Defendants Life Time Fitness, Inc. (“LTF”), Bryan Smith, Paul Russo, Marc Polombo (incorrectly pled “Mark Polombo”), and Eric Moore (collectively, “Defendants”) by and through their counsel, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., hereby notice the removal of this action, pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1446, to the United States District Court for the District of New Jersey, and as grounds therefore show as follows:

**I. TIMELINESS OF REMOVAL**

1. On or about August 10, 2016, Plaintiff Michael Price (“Plaintiff”) commenced a civil action against Defendants in the Superior Court of New Jersey, Essex County, entitled *Michael Price II v. Life Time Fitness, Inc. and Bryan Smith, Paul Russo, Mark Polombo and Eric Moore jointly and severally*, Docket No.: ESX-L-005564-16.

2. Plaintiff effected service of the Summons and Complaint on LTF on August 18, 2016 by personally delivering a copy of the Summons and Complaint to LTF’s registered agent. Plaintiff served the remaining Defendants by delivering a copy of the Summons and Complaint to Defendants’ counsel via e-mail on August 31, 2016. On September 9, 2016, Plaintiff served Defendants’ counsel with a copy of Plaintiff’s First Amended Complaint. A copy of the Summons, Complaint, First Amended Complaint, Civil Case Information Statement, and Track Assignment Notice, are attached hereto as Exhibit A. These are the only process, pleadings, or orders known by Defendants to have been served in this action.

3. Pursuant to 28 U.S.C. § 1446(b), a Notice of Removal must be filed within 30 days after the receipt by defendant, through service or otherwise, of the Complaint.

4. Accordingly, pursuant to 28 U.S.C. § 1446(b), this Notice of Removal has been timely filed within 30 days after receipt by any defendant, through service or otherwise, of the Complaint.

**II. VENUE**

5. The New Jersey Superior Court, Essex County, is located within the District of New Jersey. 28 U.S.C. § 110. Therefore, venue is proper in this Court because it is the “district and division embracing the place where such action is pending.” 28 U.S.C. § 1441(a).

**III. BASIS FOR REMOVAL – FEDERAL QUESTION**

6. This action is properly removable under 28 U.S.C. § 1441(b), because the United States District Court has original jurisdiction pursuant to 28 U.S.C. § 1331, which provides that “The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.”

7. Plaintiff’s First Amended Complaint alleges that Defendants violated Title VII, 42 U.S.C. § 2000 et seq. (“Title VII”), and the Family and Medical Leave Act, 28 U.S.C. § 2601 et seq. (“FMLA”), and asserts related claims under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. (“NJLAD”), and the common law. By asserting claims under federal law, namely Title VII and the FMLA, Plaintiff’s First Amended Complaint asserts a federal question under 28 U.S.C. § 1331.

8. Accordingly, this case is properly removable under 28 U.S.C. § 1441(a).

**IV. SUPPLEMENTAL JURISDICTION**

9. This Court has supplemental jurisdiction over Plaintiff’s state law NJLAD and common law claims. Pursuant to 28 U.S.C. § 1337, this Court has supplemental jurisdiction over all other claims that are so related to Plaintiff’s federal causes of action “that they form part of

the same case or controversy under Article III of the United States Constitution.” State law claims fall within this Court’s supplemental jurisdiction when they share with the federal claims “a common nucleus of operative fact … such that [the plaintiff] would ordinarily be expected to try them all in one judicial proceeding.” United Mine Workers of Am. v. Gibbs, 383 U.S. 715, 725 (1966).

10. Here, Plaintiff’s NJLAD and common law claims arise out of a common nucleus of operative facts pertinent to his Title VII and FMLA claims. Indeed, both the state and federal claims arise out of Plaintiff’s employment with LTF; the alleged discrimination and retaliation against Plaintiff by Defendants because of his relationship with Rani Houlis; the denial of a promotion while at LTF; and Plaintiff’s termination. Therefore, this Court has supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367. Moreover, there is no reason why this Court should not exercise supplemental jurisdiction over Plaintiff’s state law claims. Plaintiff’s state law claims neither raise novel or complex issues of State law nor predominate over the claims over which this Court has original jurisdiction, and there are no exceptional circumstances or other compelling reasons for this Court to decline supplemental jurisdiction. See 28 U.S.C. § 1367(c). Thus, removal is proper under 28 U.S.C. § 1441(c).

**V. CONCLUSION**

11. Defendants have not previously sought similar relief.

12. To date, Defendants have not filed a responsive pleading in Plaintiff’s State court action, and no other proceedings have transpired in that action.

13. Pursuant to 28 U.S.C. § 1446, copies of this Notice of Removal have this day been served by overnight mail upon Plaintiff’s counsel, and first class mail upon the Clerk of the Superior Court of New Jersey, and the Clerk of the Superior Court in Essex County, New Jersey.

14. By removing this matter, Defendants do not waive or intend to waive any defense, including but not limited to insufficiency of process and insufficiency of service of process.

**WHEREFORE**, Defendants respectfully request that this Honorable Court take jurisdiction of this action and issue all necessary orders and process to remove said action from the Superior Court of New Jersey, County of Essex County, to the United States District Court for the District of New Jersey.

Respectfully Submitted,

**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**  
*Attorneys for Defendants*

By: s/ Theresa Donahue Egler  
Theresa Donahue Egler, Esq.  
10 Madison Avenue, Suite 400  
Morristown, New Jersey 07960  
Telephone: (973) 656-1600  
Facsimile: (973) 656-1611  
theresa.egler@ogletreedeakins.com

Date: September 16, 2016.

**CERTIFICATION PURSUANT TO LOCAL RULE 11.2**

I, Theresa Donahue Egler, Esq., counsel for Defendants, certify that the matter in controversy is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding.

Respectfully Submitted,

**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**  
*Attorneys for Defendants*

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Date: September 16, 2016.

# **EXHIBIT A**

Alexander O. Bentsen, Esq.  
135 Merrymount Street  
Staten Island, New York 10314  
T. 917-400-4686  
F. 888-443-4096  
Attorney for Plaintiff Michael Price

**MICHAEL PRICE, II,**

Plaintiff,

v.

SUPERIOR COURT OF THE STATE OF  
NEW JERSEY: LAW DIVISION  
ESSEX COUNTY

**DOCKET NO.: ESX-L-5564-16**

**LIFE TIME FITNESS, INC AND BRYAN SMITH,  
PAUL RUSSO AND MARK POLOMBO, AND  
ERIC MOORE JOINTLY AND SEVERALLY**

**CIVIL ACTION**

**SUMMONS**

Defendants.

From the State of New Jersey  
To the Defendants Named Above

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Dated: August 16, 2016

*15/Coal*  
Clerk of the Superior Court

DEFENDANT: **LIFE TIME FITNESS, INC.**  
C/O National Registered Agents, Inc. of NJ  
100 Canal Pointe Boulevard – Suite 212  
Princeton, New Jersey 08540

\* \$175.00 for Law Division Cases

**Directory of Superior Court Deputy Clerk's Offices  
County Lawyer Referral and Legal Services Offices**

**ATLANTIC COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division, Direct Filing  
1201 Bacharach Blvd., First Fl.  
Atlantic City, NJ 08401

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(609) 345-3444  
**LEGAL SERVICES**  
(609) 348-4200

**BERGEN COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division, Room 115  
Justice Center, 10 Main St.  
Hackensack, NJ 07601

**LAWYER REFERRAL**

(201) 488-0044  
**LEGAL SERVICES**  
(201) 487-2166

**BURLINGTON COUNTY:**

Deputy Clerk of the Superior Court  
Central Processing Office  
Attn: Judicial Intake  
First Fl., Courts Facility  
49 Rancocas Rd.  
Mt. Holly, NJ 08060

**LAWYER REFERRAL**

(609) 261-4862  
**LEGAL SERVICES**  
(609) 261-1088

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Civil Processing Office  
Hall of Justice  
1st Fl., Suite 150  
101 South 5th Street  
Camden, NJ 08103

**LAWYER REFERRAL**

(856) 482-0618  
**LEGAL SERVICES**  
(856) 964-2010

**CAPE MAY COUNTY:**

Deputy Clerk of the Superior Court  
9 N. Main Street  
Cape May Court House, NJ 08210

**LAWYER REFERRAL**

(609) 463-0313  
**LEGAL SERVICES**  
(609) 465-3001

**CUMBERLAND COUNTY:**

Deputy Clerk of the Superior Court  
Civil Case Management Office  
60 West Broad Street  
P.O. Box 10  
Bridgeton, NJ 08302

**LAWYER REFERRAL**

(856) 696-5550  
**LEGAL SERVICES**  
(856) 691-0494

**ESSEX COUNTY:**

Deputy Clerk of the Superior Court  
Civil Customer Service  
Hall of Records, Room 201  
465 Dr. Martin Luther King Jr. Blvd.  
Newark, NJ 07102

**LAWYER REFERRAL**

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**LEGAL SERVICES**  
(973) 624-4500

LEGAL SERVICES OF NEW JERSEY STATEWIDE HOTLINE: 1-888-LSNJ-LAW (1-888-576-5529)

**GLOUCESTER COUNTY:**  
Deputy Clerk of the Superior Court  
Civil Case Management Office  
Attn: Intake  
First Fl., Court House  
1 North Broad Street  
Woodbury, NJ 08096

**LAWYER REFERRAL**  
(856) 848-4589  
**LEGAL SERVICES**  
(856) 848-5360

**HUDSON COUNTY:**  
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Superior Court, Civil Records Dept.  
Brennan Court House-1st Floor  
583 Newark Ave.  
Jersey City, NJ 07306

**LAWYER REFERRAL**  
(201) 798-2727  
**LEGAL SERVICES**  
(201) 792-6363

**HUNTERDON COUNTY:**  
Deputy Clerk of the Superior Court  
Civil Division  
65 Park Avenue  
Flemington, NJ 08822

**LAWYER REFERRAL**  
(908) 236-6109  
**LEGAL SERVICES**  
(908) 782-7979

**MERCER COUNTY:**  
Deputy Clerk of the Superior Court  
Local Filing Office, Courthouse  
175 S. Broad Street, P.O. Box 8068  
Trenton, NJ 08650

**LAWYER REFERRAL**  
(609) 585-6200  
**LEGAL SERVICES**  
(609) 695-6249

**MIDDLESEX COUNTY:**  
Deputy Clerk of the Superior Court  
Middlesex Vicinage  
2nd Floor - Tower  
56 Paterson Street, P.O. Box 2633  
New Brunswick, NJ 08903-2633

**LAWYER REFERRAL**  
(732) 828-0053  
**LEGAL SERVICES**  
(732) 249-7600

**MONMOUTH COUNTY:**  
Deputy Clerk of the Superior Court  
Court House  
P.O. Box 1269  
Freehold, NJ 07728-1269

**LAWYER REFERRAL**  
(732) 431-5544  
**LEGAL SERVICES**  
(732) 866-0020

**MORRIS COUNTY:**  
Morris County Courthouse  
Civil Division  
Washington and Court Streets  
P. O. Box 910  
Morristown, NJ 07963-0910

**LAWYER REFERRAL**  
(973) 267-5882  
**LEGAL SERVICES**  
(973) 285-6911

**OCEAN COUNTY:**  
Deputy Clerk of the Superior Court  
118 Washington Street, Room 121  
P.O. Box 2191  
Toms River, NJ 08754-2191

**LAWYER REFERRAL**  
(732) 240-3666  
**LEGAL SERVICES**  
(732) 341-2727

**PASSAIC COUNTY:**  
Deputy Clerk of the Superior Court  
Civil Division  
Court House  
77 Hamilton Street  
Paterson, NJ 07505

**LAWYER REFERRAL**  
(973) 278-9223  
**LEGAL SERVICES**  
(973) 523-2900

**SALEM COUNTY:**  
Deputy Clerk of the Superior Court  
Attn: Civil Case Management Office  
92 Market Street  
Salem, NJ 08079

**LAWYER REFERRAL**  
(856) 935-5629  
**LEGAL SERVICES**  
(856) 691-0494

**SOMERSET COUNTY:**  
Deputy Clerk of the Superior Court  
Civil Division  
P.O. Box 3000  
40 North Bridge Street  
Somerville, N.J. 08876

**LAWYER REFERRAL**  
(908) 685-2323  
**LEGAL SERVICES**  
(908) 231-0840

**SUSSEX COUNTY:**  
Deputy Clerk of the Superior Court  
Sussex County Judicial Center  
43-47 High Street  
Newton, NJ 07860

**LAWYER REFERRAL**  
(973) 267-5882  
**LEGAL SERVICES**  
(973) 383-7400

**UNION COUNTY:**  
Deputy Clerk of the Superior Court  
1st Fl., Court House  
2 Broad Street  
Elizabeth, NJ 07207-6073

**LAWYER REFERRAL**  
(908) 353-4715  
**LEGAL SERVICES**  
(908) 354-4340

**WARREN COUNTY:**  
Deputy Clerk of the Superior Court  
Civil Division Office  
Court House  
413 Second Street  
Belvidere, NJ 07823-1500

**LAWYER REFERRAL**  
(908) 859-4300  
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(908) 475-2010

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F. 888-443-4096  
Attorney for Plaintiff Michael Price

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**MICHAEL PRICE, II,**

Plaintiff,

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SUPERIOR COURT OF THE STATE OF  
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**DOCKET NO.: ESX-L-5564-16**

**LIFE TIME FITNESS, INC AND BRYAN SMITH,  
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CIVIL ACTION

**SUMMONS**

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Dated: August 16, 2016

*ISI/Clerk*  
Clerk of the Superior Court

TO DEFENDANT:      **ERIC MOORE**  
                          10 Lafayette Avenue  
                          Apt 568  
                          Morristown, New Jersey 07960

\* \$175.00 for Law Division Cases

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Dated: August 16, 2016

*1s/ Clerk*  
Clerk of the Superior Court

TO DEFENDANT: **MARK POLOMBO**  
**4 Dunn Road**  
**West Orange, New Jersey 07052-2813**

\* \$175.00 for Law Division Cases

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Staten Island, New York 10314  
T. 917-400-4686  
F. 888-443-4096  
Attorney for Plaintiff Michael Price

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**MICHAEL PRICE, II,**

Plaintiff,

v.

SUPERIOR COURT OF THE STATE OF  
NEW JERSEY: LAW DIVISION  
ESSEX COUNTY

**DOCKET NO.: ESX-L-5564-16**

**LIFE TIME FITNESS, INC AND BRYAN SMITH,  
PAUL RUSSO AND MARK POLOMBO, AND  
ERIC MOORE JOINTLY AND SEVERALLY**

CIVIL ACTION

**SUMMONS**

Defendants.

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From the State of New Jersey  
To the Defendants Named Above

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Dated: August 16, 2016

*ISJ Clerk*  
Clerk of the Superior Court

TO DEFENDANT:

**PAUL RUSSO  
100 Edgefield Drive  
Morris Plains, New Jersey 07950-1964**

\* \$175.00 for Law Division Cases

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T. 917-400-4686  
F. 888-443-4096  
Attorney for Plaintiff Michael Price

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**MICHAEL PRICE, II,**

Plaintiff,

v.

SUPERIOR COURT OF THE STATE OF  
NEW JERSEY: LAW DIVISION  
ESSEX COUNTY

**DOCKET NO.: ESX-L-5564-16**

**LIFE TIME FITNESS, INC AND BRYAN SMITH,  
PAUL RUSSO AND MARK POLOMBO, AND  
ERIC MOORE JOINTLY AND SEVERALLY**

CIVIL ACTION

**SUMMONS**

Defendants.

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To the Defendants Named Above

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Dated: August 16, 2016

*IS/ Clerk*  
Clerk of the Superior Court

TO DEFENDANT: **BRYAN SMITH  
16 Bella Vista Street  
Locust Valley, New York 11560-1706**

\* \$175.00 for Law Division Cases

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**MICHAEL PRICE, II,**

Plaintiff,

**SUPERIOR COURT OF THE STATE OF  
NEW JERSEY: LAW DIVISION  
ESSEX COUNTY**

**DOCKET NO.: ESX-L 5564-16**

Civil Action,

**LIFE TIME FITNESS, INC AND BRYAN SMITH,  
PAUL RUSSO, MARK POLUMBO AND ERIC MOORE  
JOINTLY AND SEVERALLY**

**COMPLAINT AND  
DEMAND FOR JURY TRIAL**

**Defendants:**

Plaintiff, Michael Price, II, residing at 91 Clarken Drive, West Orange, New Jersey 07052, says, by way of this Complaint against Defendants Life Time Fitness, Inc. and Bryan Smith, Paul Russo, Mark Polumbo and Eric Moore, alleges as follows:

**FACTS COMMON TO ALL COUNTS**

1. Michael Price, II, is a former employee of Life Time Fitness, Inc. Mr. Price was employed by Life Time Fitness, Inc. and worked in the Berkeley Heights and Florham Park, New Jersey locations from November of 2011 until he was wrongfully terminated on May 14, 2015.

2. Life Time Fitness, Inc. ("Life Time") operates fitness, recreation and spa centers throughout the country. Life Time was a publicly traded company, however, in June of 2015, it was taken private after it was acquired by private equity firms TPG Capital and Leonard Green & Partners, L.P. Life Time operates approximately 119 fitness centers nationally.

3. Mr. Price was employed by Life Time as a Member Engagement Advisor. In this position, Mr. Price was a salesperson, selling new gym memberships while also maintaining relationships with existing fitness center clients

4. Mr. Price's domestic partner, Rani Houlis, also worked for Life Time, in the Berkeley Heights and Montvale, New Jersey locations and the Syosset, New York Location, as a Spa Manager from 2012 until she was wrongfully terminated on May 17, 2014. Mr. Price was terminated on May 14, 2015, only three days prior to the one year anniversary of Ms. Houlis' termination.

5. Ms. Houlis had sued Life Time pursuant to the Conscientious Employee Protection Act ("CEPA") and the New Jersey Law Against Discrimination ("NJLAD"). Docket No.:ESX-L-005159-14 (removed to Federal Court Docket No.: 14-cv-5425-KM-MCA). The lawsuit included Ms. Houlis' complaints about sexual harassment in the workplace.

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6. When Ms. Houlis worked in the Syosset location, she had reported impropriety, which resulted in the termination of a Life Time employee. However, after Ms. Houlis had left the Syosset location, the employee was rehired. Thereafter, Ms. Houlis was terminated by Area Director Bryan Smith. Upon information and belief another Life Time employee, Kim Berry, was also terminated for the firing of this employee. Upon information and belief, this was because the employee was a friend of Smith.

7. Prior to when Ms. Houlis was terminated by Bryan Smith, Paul Russo was Senior General Manager of the Berkley Heights, New Jersey location where Ms. Houlis and Mr. Price worked as well as the Florham Park, New Jersey location where Mr. Price worked.

8. Upon information and belief, Russo maintained romantic relationships with several Life Time employees, including Melissa DeRogatis. Russo was Ms. DeRogatis' direct supervisor

and their relationship was a violation of the company policy which “prohibits sexual or romantic relationships between team members who occupy positions with a direct reporting relationship” and also prohibits “a romantic relationship with a team member who is employed in the same club.”

9. Ms. Houlis confronted Russo because his behavior was interfering with Ms. DeRogatis’ work. When she confronted him, Ms. Houlis called Russo’s behavior sexual harassment. She had confronted Russo several times regarding this harassment and asked him to leave Ms. DeRogatis alone.

10. Russo later falsely accused Ms. Houlis of speaking negatively about the Life Time Berkeley Heights location and also indicated to Smith that he did not want her working there. Russo sent several emails to Smith stating that he wanted Rani “out” of the Berkeley Heights facility on September 16, 2013.

11. These emails also falsely accused Ms. Houlis of sending vulgar text messages to National Operations Manager Ali Yanez and warned Smith that Ms. Houlis and Ms. Yanez had a relationship (as friends) outside of the workplace.

12. Ms. DeRogatis ultimately stopped working for Life Time because Russo had asked her to lie about his relationship with her if Life Time human resources asked her about it.

13. These types of workplace romantic relationships were common at and tolerated by Life Time.

14. Because Ms. Houlis was terminated as a result of her attempts to address these issues, she brought an employment based lawsuit against Life Time.

15. It was well known among the Life Time employees and managers that Mr. Price and Ms. Houlis were in a relationship.

16. It was also well known that Mr. Price and Ms. Houlis were expecting a child together and that the baby was due in March 2015.

17. Because of Mr. Price's relationship with Ms. Houlis, he was denied a position he was interviewing for in the Mount Laurel, New Jersey Life Time location.

18. Mr. Price was interviewing for this position with Bryan Smith and Regional Sales Manager, Eric Moore.

19. Out of fear and concern for similar reprisals, Mr. Price contacted Mark Savage in human resources requesting that he not be interviewed by Smith because of the events leading up to Ms. Houlis' termination. Smith remained involved in the interview process and Mr. Price did not get the job.

20. Thereafter, approximately 6 or 7 months after Ms. Houlis was terminated and around the time that she filed her lawsuit against Life Time, Mr. Price was placed on a "Performance Improvement Plan."

21. The "Performance Improvement Plan" was purportedly due to poor sales performance, however, the majority of sales team that Mr. Price worked with was performing similarly. Yet, Mr. Price was the only member of the sales team singled out for this treatment.

22. The "Performance Improvement Plan" was supposed to involve weekly meetings with Paul Russo and another Life Time manager Mark Polumbo.

23. During the "Performance Improvement Plan" period which ran from January 2015 until the date Mr. Price was terminated, May 14, 2015, Mr. Price was repeatedly told by Polumbo and Eric Moore that Bryan Smith and Paul Russo wanted to get rid of him.

24. The meetings for the "Performance Improvement Plan," rarely, if ever, took place. Instead, this period of time was used to single Mr. Price out for unwarranted criticism when his performance was in line with the rest of the sales team.

25. During this period of time, Ms. Houlis had been covered by Mr. Price's Life Time employer sponsored medical insurance policy, as his domestic partner, after she was terminated, for approximately 7 months, until Mr. Price was also terminated.

26. The commencement of the "Performance Improvement Plan" coincides with when Ms. Houlis was added to Mr. Price's insurance as his domestic partner.

27. Immediately after Ms. Houlis gave birth to their daughter in March of 2015, Mr. Price received a letter indicating that Ms. Houlis was going to be dropped from his insurance.

28. This letter was received the day she came home from the hospital with their newborn baby.

29. The reason given was that additional documentation was necessary, even though she was already covered by Mr. Price's policy for approximately 7 months.

30. During the "Performance Improvement Plan" period, the majority of the sales team was not meeting its numbers, however, only Mr. Price was singled out for this treatment.

31. The "Performance Improvement Plan" basically branded Mr. Price because of his relationship with Ms. Houlis.

32. While the sales team as a whole did not meet its numbers, only Mr. Price was terminated.

33. The entire "Performance Improvement Plan" was, in actual effect, just a regular reminder that Paul Russo and Bryan Smith, who had Ms. Houlis terminated, also wanted Mr. Price fired.

34. The "Performance Improvement Plan" further served to retaliate against Mr. Price because Ms. Houlis had reported impropriety while working in the Syosset, New York location; her allegations against Paul Russo; and for the filing of Ms. Houlis' lawsuit against Life Time after she was wrongfully terminated.

35. The "Performance Improvement Plan" was designed to ostracize and shun Mr. Price within the Organization because of his relationship with Ms. Houlis.

36. Mr. Price was terminated on May 14, 2015, this was just as Ms. Houlis' lawsuit with Life Time was about to settle. The timing of the adverse employment actions Mr. Price faced, coincided with the previously described events involving Ms. Houlis. Mr. Price's May 14, 2015 termination was just as Ms. Houlis' lawsuit settled, shortly after they had a baby together and three days before the one year anniversary of Ms. Houlis' termination.

37. Mr. Price worked for Life Time for approximately 4 years; he had no problems while working there, until Ms. Houlis was wrongfully terminated for reporting impropriety, which included sexual harassment and embezzling.

38. Mr. Price and Ms. Houlis are in an interracial relationship. Mr. Price is half African American and half Filipino. Ms. Houlis is a White Jewish American. Mr. Price was the only half Black, half Filipino member of the Life Time sales team and he was the only member of the sales team that was singled out with a "Performance Improvement Plan" where he was regularly reminded that Paul Russo and Bryan Smith wanted to get rid of him.

39. To further retaliate against Mr. Price, Life Time opposed and appealed Mr. Price's application for Unemployment Insurance benefits. However, at the last minute, dismissed the appeal. Mr. Price learned this on the day he was scheduled for his appeal interview. The appeal of Mr. Price's application for Unemployment was an extension of the mistreatment and retaliation he

endured because of his relationship with Ms. Houlis. This was post termination adverse employment action designed to further injure and retaliate against Mr. Price even after he was terminated. Mr. Price was terminated while he was off from work for 16 days because Ms. Houlis just gave birth to his daughter. This left Mr. Price the unemployed father of a new born baby.

**FIRST COUNT**

**(Retaliation Title VII)**

40. Mr. Price, incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 39 as if fully set forth herein.

41. Rani Houlis, Mr. Price's significant other, complained of several instances of impropriety on the part of other Life Time managers, which, ultimately resulted in her termination. This included her reports and complaints regarding Paul Russo sexually harassing Melissa DeRogatis. After Ms. Houlis was terminated, Life Time retaliated against Mr. Price.

42. Mr. Price was then denied a position he had been interviewing for.

43. The interview process was conducted by Bryan Smith, who had wrongfully terminated Ms. Houlis' employment with Life Time.

44. Mr. Price requested that the interview process be conducted by another Life Time manager because of Smith's firing of Ms. Houlis. Smith was aware Ms. Houlis is Mr. Price's significant other.

45. Mr. Price made this request to Mark Savage in Human Resources.

46. Then, approximately 6 to 7 months after Ms. Houlis was terminated, Mr. Price was placed on a "Performance Improvement Plan."

47. The purpose of the "Performance Improvement Plan" was to single Mr. Price out for excessive criticism, even though his performance was in line with the rest of the sales team.

48. Mr. Price was repeatedly reminded that both Smith and Russo wanted to get rid of him.

49. During the course of the "Performance Improvement Plan," Mr. Price was repeatedly reminded by Mark Polombo and Eric Moore that Smith and Russo wanted to get rid of him.

50. Mr. Price was singled out for this mistreatment because of his relationship with Ms. Houlis and because of her complaints and reports of impropriety by Life Time managers and employees.

51. The "Performance Improvement Plan" was designed to ostracize and shun Mr. Price within the Organization because of his relationship with Ms. Houlis. This mistreatment of Mr. Price, which was an extension of the mistreatment of Ms. Houlis, was intended to dissuade the reporting of and/or supporting of a complaint related to misconduct prohibited by Title VII of the Civil Rights Act.

52. Prior to the events involving Ms. Houlis, Mr. Price did not have any problems with any other employees or managers at Life Time.

53. Singling Mr. Price out for excessive criticism and to otherwise make him feel like management wanted to get rid of him under the guise of a "Performance Improvement Plan" violates Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) et. seq.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants' unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;

- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney fees and Costs of Suit; and
- F. Such other relief as this Court deems Equitable and Just.

**SECOND COUNT**

**(Hostile Work Environment Title VII)**

54. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 53 as if fully set forth herein.

55. The "Performance Improvement Plan" which was created only for Mr. Price created a hostile work environment.

56. The "Performance Improvement Plan" which was carried out by Polombo and Moore actually served only one real purpose. To remind Mr. Price that Smith and Russo wanted to get rid of him.

57. Mr. Price was placed on a "Performance Improvement Plan" because of his relationship with Ms. Houlis. He was also denied a position because of this relationship.

58. The "Performance Improvement Plan" caused Mr. Price undue stress and designated him as a salesperson that did not perform at the level of the rest of the sales team, even though Mr. Price's performance was in line with the rest of the sales team.

59. The "Performance Improvement Plan" branded Mr. Price as inferior to the rest of the sales team in order to make his work uncomfortable and subject him to be perceived negatively by the rest of the sales team and his Life Time colleagues.

60. No other member of the sales team was placed on a "Performance Improvement Plan."

61. It was well known at Life Time that Mr. Price was in a relationship with Ms. Houlis. The "Performance Improvement Plan" was set up to cause him to be ostracized and viewed in the work place as inferior to the rest of the sales team.

62. The "Performance Improvement Plan" caused Mr. Price to be shunned in the workplace.

63. The "Performance Improvement Plan" caused Mr. Price to be constantly reminded that he was likely to be terminated from his employment with Life Time.

64. The "Performance Improvement Plan" also put the rest of the staff on notice of the likelihood that Mr. Price was going to be terminated.

65. Mr. Price had to go to work every day with the rest of the sales team viewing him as inferior.

66. The "Performance Improvement Plan" meetings true purpose was to make Mr. Price feel bad and to make Mr. Price know that he was likely to be fired.

67. The creation of a "Performance Improvement Plan" for Mr. Price, because of his relationship with Ms. Houlis, sent a clear message to the staff, that conscientious objectors and those close to them would be punished.

68. Almost exactly one year to the day after Ms. Houlis was terminated, after having to endure the hostile “Performance Improvement Plan” mistreatment, Mr. Price was also terminated.

69. The adverse employment action Mr. Price underwent for the year after Ms. Houlis was terminated extended the retaliation against him, because of his relationship with her, for almost a full year after she was terminated. Mr. Price endured this mistreatment as a form of extended post termination retaliation against Ms. Houlis. This altered Mr. Price’s employment in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) et. seq.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

---

- A. Damages, including lost wages and interest, caused by the Defendants’ unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants’ unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants’ unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price’s performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

THIRD COUNT

**(Disparate Treatment and Disparate Impact)**

70. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 69 as if fully set forth herein.

71. Mr. Price was the only half African American half Filipino American mixed race member of the Life Time sales team.

72. It was also well known that Mr. Price was in a biracial relationship with Ms. Houlis and that they were having and later had a baby together while the events set forth in this Complaint were transpiring.

73. As the only half African American half Filipino American member of the sales team, Mr. Price was the only member of the sales team that was singled out for mistreatment through a "Performance Improvement Plan."

74. As the only half African American half Filipino American member of the sales team, Mr. Price was the only member of the sales team that was branded as essentially a 'dead man walking' in the work place via "Performance Improvement Plan."

75. The "Performance Improvement Plan" solely impacted Mr. Price.

76. No other member of the sales team was mistreated and ostracized via "Performance Improvement Plan."

77. Ultimately, Mr. Price was terminated. He was the only employee terminated after being singled out to be shunned and ostracized after being branded as inferior by being placed on a "Performance Improvement Plan."

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants' unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

#### FOURTH COUNT

##### **(New Jersey Law Against Discrimination Retaliation)**

78. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 77 as if fully set forth herein.

79. Mr. Price was mistreated in the workplace because Ms. Houlis, his significant other had reported impropriety including sexual harassment in the work place.

80. The "Performance Improvement Plan" was created to retaliate against and harass Mr. Price for his relationship with Ms. Houlis.

81. As part of the retaliation and hostile treatment Mr. Price was caused to endure, he was denied a position and, ultimately, was terminated because of his relationship with Ms. Houlis.

82. The hostile retaliatory treatment of Mr. Price began around the time Ms. Houlis was terminated.

83. The hostile retaliatory mistreatment of Mr. Price extended to even after he was terminated by Life Time.

84. Mr. Price was retaliated against and mistreated because of his relationship with Ms. Houlis. The retaliation was caused by her reports of impropriety at Life Time that included the sexual harassment of Ms. DeRogatis by Russo. The especially egregious retaliation Mr. Price was subject to violates the New Jersey Law Against Discrimination, N.J.S.A. § 10:5-1 to 42.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants' unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

**FIFTH COUNT**

**(Family Relationship Discrimination)**

85. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 84 as if fully set forth herein.

86. Mr. Price was discriminated against by Life Time and its managers because of his relationship with Ms. Houlis.

87. Ms. Houlis was covered by Mr. Price's Life Time sponsored medical insurance plan. She was covered as a "domestic partner."

88. It was known among Life Time staff and management that Mr. Price and Ms. Houlis lived together.

89. It was known among Life Time staff and management that Mr. Price and Ms. Houlis were about to have a baby together.

90. Mr. Price was singled out for a year of mistreatment by way of "Performance Improvement Plan" because of his relationship with Ms. Houlis.

91. He was denied a position within Life Time that he was interviewing for with Bryan Smith, who had fired Ms. Houlis.

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92. Mr. Price was ultimately fired by Life Time because of his relationship with Ms. Houlis.

93. Even after being terminated, the mistreatment of Mr. Price continued even after he was terminated, through Life Time's opposition and appeal of Mr. Price's application for Unemployment Insurance benefits.

94. The very day Ms. Houlis returned home from the hospital after giving birth to Mr. Price's daughter, he received a letter indicating that Ms. Houlis was going to be dropped from his medical insurance.

95. Mr. Price was terminated almost exactly one year from the date Ms. Houlis was terminated. He was terminated during his paternity leave, shortly after his daughter was born. His termination left him an unemployed father of a new born baby.

96. The mistreatment of Mr. Price, which covers more than a year of egregious, wrongful conduct violates the New Jersey Law Against Discrimination, N.J.S.A. § 10:5-1 to 42.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants' unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

**SIXTH COUNT**

**(New Jersey Law Against Discrimination)**

97. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 96 as if fully set forth herein.

98. Mr. Price was the only half African American half Filipino American mixed race member of the Life Time sales team.

99. It was also well known that Mr. Price was in a biracial relationship with Ms. Houlis and that they were having and later had a baby together while the events set forth in this Complaint were transpiring.

100. As the only half African American half Filipino American member of the sales team, Mr. Price was the only member of the sales team that was singled out for mistreatment through a "Performance Improvement Plan."

101. As the only half African American half Filipino American member of the sales team, Mr. Price was the only member of the sales team that was branded as essentially a 'dead man walking' in the work place via "Performance Improvement Plan."

102. The "Performance Improvement Plan" solely impacted Mr. Price.

103. No other member of the sales team was mistreated and ostracized via "Performance Improvement Plan."

104. Ultimately, Mr. Price was terminated. He was the only employee terminated after being singled out to be shunned and ostracized after being branded as inferior by being placed on a "Performance Improvement Plan." This especially egregious discriminatory mistreatment branded Mr. Price, the only half African American half Filipino American member of the sales team, as inferior in the workplace, in violation of the New Jersey Law Against Discrimination, N.J.S.A. § 10:5-1 to 42.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants' unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding

Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;

- E. Attorney fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

**SEVENTH COUNT**

**(Conscientious Employee Protection Act Whistleblower Protection)**

105. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 104 as if fully set forth herein.

106. Mr. Price was mistreated and faced a year of on the job retaliation because of his relationship with Ms. Houlis, who had reported and complained of impropriety, including fraud, theft and sexual harassment at Life Time. His significant other, Ms. Houlis, would not doctor time sheets to fraudulently entitle an employee to insurance benefits.

107. Mr. Price was singled out for a "Performance Improvement Plan" which branded him essentially a 'dead man walking' who was inferior to the rest of the sales team while constantly reminding him that Russo and Smith wanted to get rid of him because of his relationship with Houlis.

108. Ultimately, Mr. Price was wrongfully terminated because his significant other engaged in CEPA protected conduct. To further penalize him for this, Life Time appealed and attempted to deny him Unemployment Insurance benefits, but then dropped its appeal just as the matter was to be heard. This served to extend the adverse employment action taken against Mr. Price long after he was terminated to cause him harm during the time his baby with Ms. Houlis was about to be born.

109. The egregious mistreatment and retaliation Mr. Price endured is in violation of the Conscientious Employee Protection Act, N.J.S.A. § 39:19-1 et. seq.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants' unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney Fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

**EIGHT COUNT**

**(Family Leave Act)**

110. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 109 as if fully set forth herein.

111. Mr. Price was off from work for 16 days at the time he was terminated by Life Time. He had been off from work for 16 days because Ms. Houlis had just given birth to his daughter.

112. Mr. Price was terminated while on leave because of the birth of his daughter. This left him the unemployed father of a new born baby. This termination was in violation of the Family

Medical Leave Act, the New Jersey Family Leave Act, 29 U.S.C. § 2601 et. seq. and/or N.J.S.A. § 34:11B-1 et. seq.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants' unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney Fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

**NINTH COUNT**

**(Violation of Public Policy)**

113. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 112 as if fully set forth herein.

114. The mistreatment of Mr. Price as set forth herein is in clear violation of public policy.

115. Mr. Price was subject to egregious mistreatment in the workplace for just a few days short of a full year. The egregious mistreatment continued even after his termination.

116. Mr. Price was terminated as a matter of punishment and revenge, which was clearly wrongful in nature.

117. In addition to the aforecited causes of actions set forth in the previous Counts of this Complaint, the egregious mistreatment, discrimination, abuse and retaliation Mr. Price was subject to is in clear in violation of the public policy of the State of New Jersey.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants' unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney Fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

**TENTH COUNT**

**(Intentional Infliction of Emotional Distress)**

118. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 117 as if fully set forth herein.

119. The mistreatment, discrimination, abuse and retaliation that Mr. Price was subject to was intentional, extreme, outrageous and aimed at causing him intentional harm and personal distress.

120. Life Time did not take any steps to limit the mistreatment of Mr. Price. Nor did Life Time take any remedial measures to minimize injury to Mr. Price.

121. Mr. Price was denied a position he was interviewing for with Bryan Smith, who had fired Ms. Houlis, his significant other. Mr. Price was then placed on the "Performance Improvement Plan" which singled him out and branded him as inferior, even though his performance was in line with the rest of the sales team.

122. Ultimately, he was fired. Though, he was not fired immediately. Instead, he was first turned down for another job within the organization, by Bryan Smith, who had fired Ms. Houlis. Then, the "Performance Improvement Plan" was created to remind him that Bryan Smith and Paul Russo wanted to get rid of him. Then, just when Ms. Houlis gave birth to his daughter, Life Time informed Mr. Price, she was going to be dropped from his medical insurance. Then, when he took time off because of the birth of his daughter, he was terminated 16 days into his leave. The timing of these events indicates an intentional design to cause him personal distress. Even after he was terminated, Life Time then objected to and appealed his application for Unemployment Insurance. This maximized the personal distress and extended the adverse employment actions taken against Mr. Price long into the months after he was terminated. And left him the unemployed father of a new born baby.

123. The aforescribed facts and circumstances set forth a long running, ongoing, intentional and egregious course of conduct and pattern of activity, which, by design, was intended to cause Mr. Price emotional distress.

**DEMAND FOR TRIAL BY JURY**

The Plaintiff, Michael Price, II, hereby demands that this action be tried by a Jury as to all issues.

BentsenLaw  
Attorney for Plaintiff  
Michael Price, II

Dated: 8-10-2016

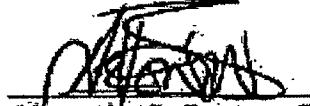
  
Alexander O. Bentsen, Esq.

**DESIGNATION OF TRIAL COUNSEL**

Please Take Notice Alexander O. Bentsen, Esq. is hereby designated as trial counsel for the Plaintiff in this action.

BentsenLaw  
Attorney for Plaintiff  
Michael Price, II

Dated: 8-10-2016

  
Alexander O. Bentsen, Esq.

**Rule 4:5-1 Certification**

Pursuant to Rule 4:5-1, the undersigned counsel certifies that the matters in controversy are not the subject of any other action pending in any Court or forum including arbitration, nor is any such court or arbitration action contemplated.

BentsenLaw  
Attorney to Plaintiff  
Michael Price, II

Dated: 8-10-2016

  
Alexander O. Bentsen, Esq.

Alexander O. Bentsen, Esq.  
135 Merrymount Street  
Staten Island, New York 10314  
T. 917-400-4686  
F. 888-443-4096  
Attorney for Plaintiff Michael Price

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**MICHAEL PRICE, II,**

Plaintiff,

v.

SUPERIOR COURT OF THE STATE OF  
NEW JERSEY: LAW DIVISION  
ESSEX COUNTY

**DOCKET No.: ESX-L-5564-16**

Civil Action

**LIFE TIME FITNESS, INC AND BRYAN SMITH,  
PAUL RUSSO, MARK POLOMBO AND ERIC MOORE  
JOINTLY AND SEVERALLY**

Defendants.

**AMENDED COMPLAINT AND  
DEMAND FOR JURY TRIAL**

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Plaintiff, Michael Price, II, residing at 91 Clarken Drive, West Orange, New Jersey 07052, says by way of this Complaint against Defendants Life Time Fitness, Inc. and Bryan Smith, Paul Russo, Mark Polombo and Eric Moore, alleges as follows:

**FACTS COMMON TO ALL COUNTS**

1. Michael Price, II, is a former employee of Life Time Fitness, Inc. Mr. Price was employed by Life Time Fitness, Inc. and worked in the Berkley Heights and Florham Park, New Jersey locations from November of 2011 until he was wrongfully terminated on May 14, 2015.

2. Life Time Fitness, Inc. ("Life Time") Life Time operates fitness, recreation and spa centers throughout the country. Life Time was a publicly traded company, however, in June of 2015, it was taken private after it was acquired by private equity firms TPG Capital and Leonard Green Partners, L.P. Life Time operates approximately 119 fitness centers nationally.

3. Mr. Price was employed by Life Time as a Member Engagement Advisor. In this position, Mr. Price was a salesperson, selling new gym memberships while also maintaining relationships with existing fitness center clients

4. Mr. Price's domestic partner, Rani Houlis, also worked for Life Time, in the Berkeley Heights and Montvale, New Jersey locations and the Syosset, New York Location, as a Spa Manager from 2012 until she was wrongfully terminated on May 17, 2014. Mr. Price was terminated on May 14, 2015, only three days prior to the one year anniversary of Ms. Houlis' termination.

5. Ms. Houlis had sued Life Time pursuant to the Conscientious Employee Protection Act ("CEPA") and the New Jersey Law Against Discrimination ("NJLAD"). Docket No.:ESX-L-005159-14 (removed to Federal Court Docket No.: 14-cv-5425-KM-MCA). The lawsuit included Ms. Houlis' complaints about sexual harassment in the workplace.

6. When Ms. Houlis worked in the Syosset location, she had reported impropriety, which resulted in the termination of a Life Time employee. However, after Ms. Houlis had left the Syosset location, the employee was rehired. Thereafter, Ms. Houlis was terminated by Area Director Bryan Smith. Upon information and belief another Life Time employee, Kim Berry, was also terminated for the firing of this employee. Upon information and belief, this was because the employee was a friend of Smith.

7. Prior to when Ms. Houlis was terminated by Bryan Smith, Paul Russo was Senior General Manager of the Berkley Heights, New Jersey location where Ms. Houlis and Mr. Price worked as well as the Florham Park, New Jersey location where Mr. Price worked.

8. Upon information and belief, Russo maintained romantic relationships with several Life Time employees, including Melissa DeRogatis. Russo was Ms. DeRogatis' direct supervisor

and their relationship was a violation of the company policy which “prohibits sexual or romantic relationships between team members who occupy positions with a direct reporting relationship” and also prohibits “a romantic relationship with a team member who is employed in the same club.”

9. Ms. Houlis confronted Russo because his behavior was interfering with Ms. DeRogatis’ work. When she confronted him, Ms. Houlis called Russo’s behavior sexual harassment. She had confronted Russo several times regarding this harassment and asked him to leave Ms. DeRogatis alone.

10. Russo later falsely accused Ms. Houlis of speaking negatively about the Life Time Berkeley Heights location and also indicated to Smith that he did not want her working there. Russo sent several emails to Smith stating that he wanted Rani “out” of the Berkeley Heights facility on September 16, 2013.

11. These emails also falsely accused Ms. Houlis of sending vulgar text messages to National Operations Manager Ali Yanez and warned Smith that Ms. Houlis and Ms. Yanez had a relationship (as friends) outside of the workplace.

12. Ms. DeRogatis ultimately stopped working for Life Time because Russo had asked her to lie about his relationship with her if Life Time human resources asked her about it.

13. These types of workplace romantic relationships were common at and tolerated by Life Time.

14. Because Ms. Houlis was terminated as a result of her attempts to address these issues, she brought an employment based lawsuit against Life Time.

15. It was well known among the Life Time employees and managers that Mr. Price and Ms. Houlis were in a relationship.

16. It was also well known that Mr. Price and Ms. Houlis were expecting a child together and that the baby was due in March 2015.

17. Because of Mr. Price's relationship with Ms. Houlis, he was denied a position he was interviewing for in the Mount Laurel, New Jersey Life Time location.

18. Mr. Price was interviewing for this position with Bryan Smith and Regional Sales Manager, Eric Moore.

19. Out of fear and concern for similar reprisals, Mr. Price contacted Mark Savage in human resources requesting that he not be interviewed by Smith because of the events leading up to Ms. Houlis' termination. Smith remained involved in the interview process and Mr. Price did not get the job.

20. Thereafter around the time Ms. Houlis filed her lawsuit against Life Time, Mr. Price was placed on a "Performance Improvement Plan."

21. The "Performance Improvement Plan" was purportedly due to poor sales performance, however, the majority of sales team that Mr. Price worked with was performing similarly. Yet, Mr. Price was the only member of the sales team singled out for this treatment.

22. The "Performance Improvement Plan" was supposed to involve weekly meetings with Paul Russo and another Life Time manager Mark Polombo.

23. During the "Performance Improvement Plan" period which ran from January 2015 until the date Mr. Price was terminated, May 14, 2015, Mr. Price was repeatedly told by Polombo and Eric Moore that Bryan Smith and Paul Russo wanted to get rid of him.

24. The meetings for the "Performance Improvement Plan," rarely, if ever, took place. Instead, this period of time was used to single Mr. Price out for unwarranted criticism when his performance was in line with the rest of the sales team.

25. During this period of time, Ms. Houlis had been covered by Mr. Price's Life Time employer sponsored medical insurance policy, as his domestic partner, after she was terminated, for approximately 7 months, until Mr. Price was also terminated.

26. The commencement of the "Performance Improvement Plan" coincides with when Ms. Houlis was added to Mr. Price's insurance as his domestic partner.

27. Immediately after Ms. Houlis gave birth to their daughter in March of 2015, Mr. Price received a letter indicating that Ms. Houlis was going to be dropped from his insurance.

28. This letter was received the day she came home from the hospital with their newborn baby.

29. The reason given was that additional documentation was necessary, even though she was already covered by Mr. Price's policy for approximately 7 months.

30. During the "Performance Improvement Plan" period, the majority of the sales team was not meeting its numbers, however, only Mr. Price was singled out for this treatment.

31. The "Performance Improvement Plan" basically branded Mr. Price because of his relationship with Ms. Houlis.

32. While the sales team as a whole did not meet its numbers, only Mr. Price was terminated.

33. The entire "Performance Improvement Plan" was, in actual effect, just a regular reminder that Paul Russo and Bryan Smith, who had Ms. Houlis terminated, also wanted Mr. Price fired.

34. The "Performance Improvement Plan" further served to retaliate against Mr. Price because Ms. Houlis had reported impropriety while working in the Syosset, New York location;

her allegations against Paul Russo; and for the filing of Ms. Houlis' lawsuit against Life Time after she was wrongfully terminated.

35. The "Performance Improvement Plan" was designed to ostracize and shun Mr. Price within the Organization because of his relationship with Ms. Houlis.

36. Mr. Price was terminated on May 14, 2015, this was just as Ms. Houlis' lawsuit with Life Time was about to settle. The timing of the adverse employment actions Mr. Price faced, coincided with the previously described events involving Ms. Houlis. Mr. Price's May 14, 2015 termination was both just as Ms. Houlis' lawsuit settled, shortly after they had a baby together and three days before the one year anniversary of Ms. Houlis' termination.

37. Mr. Price worked for Life Time for approximately 4 years, he had no problems while working there, until Ms. Houlis was wrongfully terminated for reporting impropriety, which included sexual harassment and embezzling.

38. Mr. Price and Ms. Houlis are in an interracial relationship. Mr. Price is half African American and half Filipino. Ms. Houlis is a White Jewish American. Mr. Price was the only half Black, half Filipino member of the Life Time sales team and he was the only member of the sales team that was singled out with a "Performance Improvement Plan" where he was regularly reminded that Paul Russo and Bryan Smith wanted to get rid of him.

39. To further retaliate against Mr. Price and Ms. Houlis, Life Time opposed and appealed Mr. Price's application for Unemployment Insurance benefits. However, at the last minute, dismissed the appeal. Mr. Price learned this on the day he was scheduled for his appeal interview. The appeal of Mr. Price's application for Unemployment was an extension of the mistreatment and retaliation he endured because of his relationship with Ms. Houlis. This was post termination adverse employment action designed to further injure and retaliate against Mr. Price

even after he was terminated. Mr. Price was terminated shortly after Ms. Houlis gave birth to his daughter. This left Mr. Price the unemployed father of a new born baby.

**FIRST COUNT**

**(Retaliation Title VII)**

40. Mr. Price, incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 39 as if fully set forth herein.

41. Rani Houlis, Mr. Price's significant other, complained of several instances of impropriety on the part of other Life Time managers, which, ultimately resulted in her termination. This included her reports and complaints regarding Paul Russo sexually harassing Melissa DeRogatis. After Ms. Houlis was terminated, Life Time retaliated against Mr. Price.

42. Mr. Price was then denied a position he had been interviewing for.

43. The interview process was conducted by Bryan Smith, who had wrongfully terminated Ms. Houlis' employment with Life Time.

44. Mr. Price requested that the interview process be conducted by another Life Time manager because of Smith's firing of Ms. Houlis. Smith was aware Ms. Houlis is Mr. Price's significant other.

45. Mr. Price made this request to Mark Savage in Human Resources.

46. Then, after Ms. Houlis was terminated, Mr. Price was placed on a "Performance Improvement Plan."

47. The purpose of the "Performance Improvement Plan" was to single Mr. Price out for excessive criticism, even though his performance was in line with the rest of the sales team.

48. Mr. Price was repeatedly reminded that both Smith and Russo wanted to get rid of him.

49. During the course of the “Performance Improvement Plan,” Mr. Price was repeatedly reminded by Mark Polombo and Eric Moore that Smith and Russo wanted to get rid of him.

50. Mr. Price was singled out for this mistreatment because of his relationship with Ms. Houlis and because of her complaints and reports of impropriety by Life Time managers and employees.

51. The “Performance Improvement Plan” was designed to ostracize and shun Mr. Price within the Organization because of his relationship with Ms. Houlis. This mistreatment of Mr. Price, which was an extension of the mistreatment of Ms. Houlis, was intended to dissuade the reporting of and/or supporting of a complaint related to misconduct prohibited by Title VII of the Civil Rights Act.

52. Prior to the events involving Ms. Houlis, Mr. Price did not have any problems with any other employees or managers at Life Time.

53. Singling Mr. Price out for excessive criticism and to otherwise make him feel like management wanted to get rid of him under the guise of a “Performance Improvement Plan” violates Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) et. seq.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants’ unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants’ unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants’ unlawful conduct;

- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney fees and Costs of Suit; and
- F. Such other relief as this Court deems Equitable and Just.

**SECOND COUNT**

**(Hostile Work Environment Title VII)**

54. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 53 as if fully set forth herein.

55. The "Performance Improvement Plan" which was created only for Mr. Price created a hostile work environment.

56. The "Performance Improvement Plan" which was carried out by Polombo and Moore actually served only one real purpose. To remind Mr. Price that Smith and Russo wanted to get rid of him.

57. Mr. Price was placed on a "Performance Improvement Plan" because of his relationship with Ms. Houlis. He was also denied a position because of this relationship.

58. The "Performance Improvement Plan" caused Mr. Price undue stress and designated him as a salesperson that did not perform at the level of the rest of the sales team, even though Mr. Price's performance was in line with the rest of the sales team.

59. The "Performance Improvement Plan" branded Mr. Price as inferior to the rest of the sales team in order to make his work uncomfortable and subject him to be perceived negatively by the rest of the sales team and his Life Time colleagues.

60. No other member of the sales team was placed on a “Performance Improvement Plan.”

61. It was well known at Life Time that Mr. Price was in a relationship with Ms. Houlis. The “Performance Improvement Plan” was set up to cause him to be ostracized and viewed in the work place as inferior to the rest of the sales team.

62. The “Performance Improvement Plan” caused Mr. Price to be shunned in the workplace.

63. The “Performance Improvement Plan” caused Mr. Price to be constantly reminded that he was likely to be terminated from his employment with Life Time.

64. The “Performance Improvement Plan” also put the rest of the staff on notice of the likelihood that Mr. Price was going to be terminated.

65. Mr. Price had to go to work every day with the rest of the sales team viewing him as inferior.

66. The “Performance Improvement Plan” meetings true purpose was to make Mr. Price feel bad, to make Mr. Price know that he was likely to be fired.

67. The creation of a “Performance Improvement Plan” for Mr. Price, because of his relationship with Ms. Houlis, sent a clear message to the staff, that conscientious objectors and those close to them would be punished.

68. Almost exactly one year to the day after Ms. Houlis was terminated, after having to endure the hostile “Performance Improvement Plan” mistreatment, Mr. Price was also terminated.

69. The adverse employment action Mr. Price underwent for the year after Ms. Houlis was terminated extended the retaliation against her for almost a full year after she was

terminated. Mr. Price endured this mistreatment as a form of extended post termination retaliation against Ms. Houlis. This altered Mr. Price's employment in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) et. seq.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants' unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

**THIRD COUNT**

**(Disparate Treatment and Disparate Impact)**

70. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 69 as if fully set forth herein.

71. Mr. Price was the only half African American half Filipino American mixed race member of the Life Time sales team.

72. It was also well known that Mr. Price was in a biracial relationship with Ms. Houlis and that they were having and later had a baby together while the events set forth in this Complaint were transpiring.

73. As the only half African American half Filipino American member of the sales team, Mr. Price was the only member of the sales team that was singled out for mistreatment through a “Performance Improvement Plan.”

74. As the only half African American half Filipino American member of the sales team, Mr. Price was the only member of the sales team that was branded as essentially a ‘dead man walking’ in the work place via “Performance Improvement Plan.”

75. The “Performance Improvement Plan” solely impacted Mr. Price.

76. No other member of the sales team was mistreated and ostracized via “Performance Improvement Plan.”

77. Ultimately, Mr. Price was terminated. He was the only employee terminated after being singled out to be shunned and ostracized after being branded as inferior by being placed on a “Performance Improvement Plan.”

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants’ unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants’ unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants’ unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding

Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;

- E. Attorney fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

#### **FOURTH COUNT**

##### **(New Jersey Law Against Discrimination Retaliation)**

78. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 77 as if fully set forth herein.

79. Mr. Price was mistreated in the workplace because Ms. Houlis, his significant other had reported impropriety including sexual harassment in the work place.

80. The "Performance Improvement Plan" was created to retaliate against and harass Mr. Price for his relationship with Ms. Houlis.

81. As part of the retaliation and hostile treatment Mr. Price was caused to endure, he was denied a position and, ultimately, was terminated because of his relationship with Ms. Houlis.

82. The hostile retaliatory treatment of Mr. Price began around the time Ms. Houlis was terminated.

83. The hostile retaliatory mistreatment of Mr. Price extended to even after he was terminated by Life Time.

84. Mr. Price was retaliated against and mistreated because of his relationship with Ms. Houlis. The retaliation was caused by her reports of impropriety at Life Time that included the sexual harassment of Ms. DeRogatis by Russo. The especially egregious retaliation Mr. Price was subject to violates the New Jersey Law Against Discrimination, N.J.S.A. § 10:5-1 to 42.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants' unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

**FIFTH COUNT**

**(Family Relationship Discrimination)**

85. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 84 as if fully set forth herein.

86. Mr. Price was discriminated against by Life Time and its managers because of his relationship with Ms. Houlis.

87. Ms. Houlis was covered by Mr. Price's Life Time sponsored medical insurance plan. She was covered as a "domestic partner."

88. It was known among Life Time staff and management that Mr. Price and Ms. Houlis lived together.

89. It was known among Life Time staff and management that Mr. Price and Ms. Houlis were about to have a baby together.

90. Mr. Price was singled out for over a year of mistreatment which included the “Performance Improvement Plan” because of his relationship with Ms. Houlis.

91. He was denied a position within Life Time that he was interviewing for with Bryan Smith, who had fired Ms. Houlis.

92. Mr. Price was ultimately fired by Life Time because of his relationship with Ms. Houlis.

93. Even after being terminated, the mistreatment of Mr. Price continued even after he was terminated, through Life Time’s opposition and appeal of Mr. Price’s application for Unemployment Insurance benefits.

94. The very day Ms. Houlis returned home from the hospital after giving birth to Mr. Price’s daughter, he received a letter indicating that Ms. Houlis was going to be dropped from his medical insurance.

95. Mr. Price was terminated almost exactly one year from the date Ms. Houlis was terminated. He was terminated shortly after his daughter was born. His termination left him an unemployed father of a new born baby.

96. The mistreatment of Mr. Price, which covers more than a year of egregious, wrongful conduct violates the New Jersey Law Against Discrimination, N.J.S.A. § 10:5-1 to 42.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

A. Damages, including lost wages and interest, caused by the Defendants’ unlawful conduct;

- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

**SIXTH COUNT**

**(New Jersey Law Against Discrimination)**

97. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 96 as if fully set forth herein.

98. Mr. Price was the only half African American half Filipino American mixed race member of the Life Time sales team.

99. It was also well known that Mr. Price was in a biracial relationship with Ms. Houlis and that they were having and later had a baby together while the events set forth in this Complaint were transpiring.

100. As the only half African American half Filipino American member of the sales team, Mr. Price was the only member of the sales team that was singled out for mistreatment through a "Performance Improvement Plan."

101. As the only half African American half Filipino American member of the sales team, Mr. Price was the only member of the sales team that was branded as essentially a ‘dead man walking’ in the work place via “Performance Improvement Plan.”

102. The “Performance Improvement Plan” solely impacted Mr. Price.

103. No other member of the sales team was mistreated and ostracized via “Performance Improvement Plan.”

104. Ultimately, Mr. Price was terminated. He was the only employee terminated after being singled out to be shunned and ostracized after being branded as inferior by being placed on a “Performance Improvement Plan.” This especially egregious discriminatory mistreatment branded Mr. Price, the only half African American half Filipino American member of the sales team, as inferior in the workplace, in violation of the New Jersey Law Against Discrimination, N.J.S.A. § 10:5-1 to 42.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants’ unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants’ unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants’ unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price’s performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney fees and Costs of Suit; and

F. Such other relief as this Court deems equitable and just.

**SEVENTH COUNT**

**(Family Leave Act)**

105. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 104 as if fully set forth herein.

106. Mr. Price was off from work for 16 days shortly before he was terminated by Life Time. He had been off from work for 16 days because Ms. Houlis had just given birth to his daughter.

107. Mr. Price was terminated because of the birth of his daughter with Ms. Houlis. This left him the unemployed father of a new born baby. This termination was in violation of the Family Medical Leave Act, the New Jersey Family Leave Act, 29 U.S.C. § 2601 et. seq. and/or N.J.S.A. § 34:11B-1 et. seq.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants' unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney Fees and Costs of Suit; and

F. Such other relief as this Court deems equitable and just.

**EIGHTH COUNT**

**(Violation of Public Policy)**

108. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 107 as if fully set forth herein.

109. The mistreatment of Mr. Price as set forth herein is in clear violation of public policy.

110. Mr. Price was subject to egregious mistreatment in the workplace for just a few days short of a full year. The egregious mistreatment continued even after his termination.

111. Mr. Price was terminated as a matter of punishment and revenge, which was clearly wrongful in nature.

112. In addition to the aforesighted causes of actions set forth in the previous Counts of this Complaint, the egregious mistreatment, discrimination, abuse and retaliation Mr. Price was subject to is in clear violation of the public policy of the State of New Jersey.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants' unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding

Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;

- E. Attorney Fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

**NINTH COUNT**

**(Intentional Infliction of Emotional Distress)**

113. Mr. Price incorporates, reasserts and realleges the allegations set forth in Paragraphs 1 through 112 as if fully set forth herein.

114. The mistreatment, discrimination, abuse and retaliation that Mr. Price was subject to was intentional, extreme, outrageous and aimed at causing him intentional harm and personal distress.

115. Life Time did not take any steps to limit the mistreatment of Mr. Price. Nor did Life Time take any remedial measures to minimize injury to Mr. Price.

116. Mr. Price was denied a position he was interviewing for with Bryan Smith, who had fired Ms. Houlis, his significant other. Mr. Price was then placed on the "Performance Improvement Plan" which singled him out and branded him as inferior, even though his performance was in line with the rest of the sales team.

117. Ultimately, he was fired. Though, he was not fired immediately. Instead, he was first turned down for another job within the organization, by Bryan Smith, who had fired Ms. Houlis. Then, the "Performance Improvement Plan" was created to remind him that Bryan Smith and Paul Russo wanted to get rid of him. Then, just when Ms. Houlis gave birth to his daughter, Life Time informed Mr. Price, she was going to be dropped from his medical insurance. The timing of these events indicates an intentional design to cause him personal distress. Even after he

was terminated, Life Time then objected to and appealed his application for Unemployment Insurance. This maximized the personal distress and extended the adverse employment actions taken against Mr. Price long into the months after he was terminated. And left him the unemployed father of a new born baby.

118. The aforescribed facts and circumstances set forth a long running, ongoing, intentional and egregious course of conduct and pattern of activity, which, by design, was intended to cause Mr. Price emotional distress.

**WHEREFORE**, Mr. Price demands judgment against the Defendants jointly and severally in their individual and professional capacities awarding:

- A. Damages, including lost wages and interest, caused by the Defendants' unlawful conduct;
- B. Compensatory damages, including, but not limited to, pain and suffering and other harms and losses caused by the Defendants' unlawful conduct;
- C. Punitive damages because of the extreme and outrageous nature of the Defendants' unlawful conduct;
- D. Equitable relief, including, but not limited to, injunctive relief enjoining Defendants from misrepresenting the facts and circumstances surrounding Mr. Price's performance as an employee and/or the reasons that he was terminated by Defendants;
- E. Attorney Fees and Costs of Suit; and
- F. Such other relief as this Court deems equitable and just.

STATE OF NEW JERSEY)

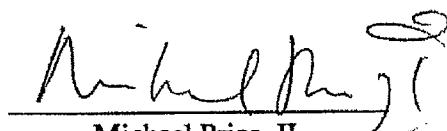
:

COUNTY OF ESSEX )

I, Michael Price, II, being duly sworn depose and say:

I am the Plaintiff in the within action; I have read the foregoing Complaint and Demand for Jury Trial and know the contents to be true upon my own personal knowledge, except as to matters alleged upon information and belief; and as to those matters I believe them to be true.

Dated: 9/9/16



Michael Price, II

**DEMAND FOR TRIAL BY JURY**

The Plaintiff, Michael Price, II, hereby demands that this action be tried by a Jury as to all issues.

BentsenLaw  
Attorney for Plaintiff  
Michael Price, II

Dated: SEPT. 9, 2016

  
Alexander O. Bentsen, Esq.

**DESIGNATION OF TRIAL COUNSEL**

Please Take Notice Alexander O. Bentsen, Esq. is hereby designated as trial counsel for the Plaintiff in this action.

BentsenLaw  
Attorney for Plaintiff  
Michael Price, II

Dated: SEPT. 9, 2016

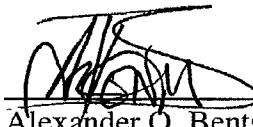
  
Alexander O. Bentsen, Esq.

**Rule 4:5-1 Certification**

Pursuant to Rule 4:5-1, the undersigned counsel certifies that the matters in controversy are not the subject of any other action pending in any Court or forum including arbitration, nor is any such court or arbitration action contemplated.

BentsenLaw  
Attorney to Plaintiff  
Michael Price, II

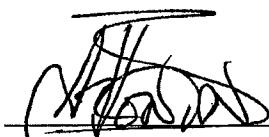
Dated: Sept. 9, 2016

  
Alexander O. Bentsen, Esq.

**CERTIFICATION OF FACSIMILE SIGNATURE PURSUANT TO RULE 1:4-4(C)**

I hereby certify that Michael Price, II, has acknowledged the genuineness of his signature on the signature page submitted herewith. A copy of the original will be filed with the Court if requested by the Court or a party.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

  
Alexander O. Bentsen, Esq.

Dated: Sept. 9, 2016

**CERTIFICATE OF SERVICE**

I, Alexander O. Bentsen, Esq., hereby certify that on September 9, 2016, I emailed and mailed a copy of the attached Amended Complaint, via email and United States Postal Service Priority Mail, to the following:

Robyn Koshy, Esq.  
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
10 Madison Avenue  
Suite 400  
Morristown, New Jersey 07960

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Alexander O. Bentsen, Esq.

Dated: Sept. 9, 2016

Appendix XII-B1

	<b>CIVIL CASE INFORMATION STATEMENT (CIS)</b>		<b>FOR USE BY CLERK'S OFFICE ONLY</b> PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO.  AMOUNT:  OVERPAYMENT:  BATCH NUMBER:
	Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1 <b>Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed</b>		
ATTORNEY / PRO SE NAME Alexander O. Bentsen, Esq.		TELEPHONE NUMBER (917) 400-4686	COUNTY OF VENUE Essex
FIRM NAME (if applicable) BentsenLaw		DOCKET NUMBER (when available) <i>L-5564-16</i>	
OFFICE ADDRESS 135 Merrymount Street Staten Island, New York 10314		DOCUMENT TYPE <i>JURY COMPLAINT - DEMAND</i>	
NAME OF PARTY (e.g., John Doe, Plaintiff) Michael Price, II		CAPTION Michael Price, II v. Life Time Fitness, Inc. and Bryan Smith, Paul Russo, Mark Polombo and Eric Moore	
CASE TYPE NUMBER (See reverse side for listing) 005, 616, 618	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> None <input checked="" type="checkbox"/> UNKNOWN	
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input checked="" type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS <i>10/2016</i>	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION <i>FINANCE DIVISION RECEIVED/FILED</i>			
DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).			
ATTORNEY SIGNATURE: 			

Side 2



## CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

### CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

#### Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

#### Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

#### Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

#### Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

#### Multicounty Litigation (Track IV)

271 ACCUTANE/ISOTRETINOIN	290 POMPTON LAKES ENVIRONMENTAL LITIGATION
274 RISPERDAL/SEROQUEL/ZYPREXA	291 PELVIC MESH/GYNECARE
278 ZOMETA/AREDIA	292 PELVIC MESH/BARD
279 GADOLINIUM	293 DEPUY ASR HIP IMPLANT LITIGATION
281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL	295 ALLODERM REGENERATIVE TISSUE MATRIX
282 FOSAMAX	296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS
285 STRYKER TRIDENT HIP IMPLANTS	297 MIRENA CONTRACEPTIVE DEVICE
286 LEVAQUIN	299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR
287 YAZ/YASMIN/OCELLA	300 TALC-BASED BODY POWDERS
288 PRUDENTIAL TORT LITIGATION	601 ASBESTOS
289 REGLAN	623 PROPECIA

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category  Putative Class Action  Title 59

ESSEX COUNTY - CIVIL DIVISION  
SUPERIOR COURT OF NJ  
465 MARTIN LUTHER KING JR BLVD  
NEWARK NJ 07102

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 693-5529  
COURT HOURS 8:30 AM - 4:30 PM

DATE: AUGUST 11, 2016  
RE: PRICE II VS LIFE TIME FITNESS INC  
DOCKET: ESK L -005564 16

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 3.

DISCOVERY IS 450 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS  
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON GARRY J. FURNARI

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002  
AT: (973) 776-9300.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A  
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.  
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE  
WITH R.4:5A-2. ATTENTION: MICHAEL PRICE II  
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JUGSHEO